

# **EXHIBIT D**

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

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CLINTON HENDERSON et al,

Plaintiffs,

v.

Civil Action No.: 1:13-cv-3767-TWT

1400 NORTHSIDE DRIVE, INC. d/b/a  
SWINGING RICHARDS, and C.B. JONES,

Defendants.

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**NOTICE OF SETTLEMENT FOR [FIRST] [LAST]  
AMOUNT: \$XXXXX**

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**YOU ARE RECEIVING THIS NOTICE BECAUSE YOU WORKED AS A DANCER FOR SWINGING RICHARDS AND JOINED THIS CASE AS AN “OPT-IN” PLAINTIFF. TO OBTAIN YOUR SHARE OF THE SETTLEMENT, YOU MUST RETURN THE RELEASE OF CLAIMS FORM TO PLAINTIFFS’ COUNSEL SO THAT IT IS RECEIVED BY MARCH 2, 2017.**

**I. DESCRIPTION OF THE LAWSUIT**

Plaintiffs filed this collective action on behalf of themselves and other similarly-situated dancers who work(ed) at Swinging Richards. Plaintiffs' brought this case for unpaid minimum wages pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* Plaintiffs allege that Defendants misclassified them as independent contractors, rather than employees, and as a result failed to pay them any wages and instead required Plaintiffs to pay Defendants in the form of fines, fees, and “tip-outs” to Defendants’ workers.

The Court determined that dancers are entitled to all of the benefits of the Fair Labor Standards Act, including payment of the federal minimum wage of \$7.25 for each hour worked, and reimbursement for mandatory house fees, fines, and money dancers were required to tip other workers.

## II. SETTLEMENT

On January 16, 2017, through arms-length and comprehensive negotiations the parties reached agreement on the terms of a settlement. Plaintiffs' Counsel has obtained for the dancers what they believe to be a fair and reasonable settlement offer in light of disputed damages issues, and financial ability to pay. The parties agreed to a settlement of \$1,360,000 to resolve this action.

### A. Your Settlement Amount

Your individual settlement offer is based on a calculation performed using the date your "opt-in" consent form was filed with the Court, your length of employment as a dancer within the three-year statute of limitations, and your estimate of shifts and hours worked (capped at 4 shifts per week and 7 hours per shift). A fines, fees, and tip-out figure of \$43 per shift was applied for everyone. We then allocated to each Plaintiff his pro rata share of the total settlement reached, after a deduction for attorneys' fees, litigation costs, and service payments to the named Plaintiffs and Plaintiffs who actively participated in trial preparation.

If you execute and return the enclosed Release of Claims form so that it is received by Plaintiffs' Counsel by MARCH 2, 2017 then you will receive your settlement payments according to the following schedule:

|            |        |
|------------|--------|
| April 2017 | \$XXXX |
| April 2018 | \$XXXX |
| April 2019 | \$XXXX |
| April 2020 | \$XXXX |

You will have 180 days to cash your settlement checks. Any uncashed checks will be donated to charity.

### B. Attorneys' Fees and Costs

Attorneys' fees in the amount of one-third (33.33%) of the total settlement, plus litigation costs have already been deducted, subject to Court approval. This means the settlement amounts listed above will not be subject to any further deductions for attorneys' fees or costs.

### C. Scope of Release

Please read the full release in the Release of Claims form. If you accept your settlement offer, you agree to release all wage and hour claims against Defendants. If you do not accept your settlement offer, or do nothing, your claims will be dismissed by the Court without prejudice.

## III. QUESTIONS

Questions about the settlement should be directed to Plaintiffs' Counsel identified on the attached Release of Claims form.

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**RELEASE OF CLAIMS FOR [FIRST, LAST]**

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I received the Notice of Settlement which informed me that I will receive payments totaling \$[AMOUNT] if I return this Release of Claims form so that it is received by Plaintiffs' Counsel by March 2, 2017.

By signing and returning this Release of Claims form, I agree that in exchange for my settlement payments, and on behalf of my respective heirs, beneficiaries, and assigns, I hereby knowingly and voluntarily release, waive, and discharge Defendants from any and all claims, demands, rights, liabilities, suits, and causes of action, relating to wages, whether based on federal, state or local wage and hour law, including the claims asserted or that could have been asserted in this action through January 17, 2017.

DATE: \_\_\_\_\_  
\_\_\_\_\_  
[FIRST LAST]

Submit by Mail or Electronically to be Received by Nichols Kaster, PLLP by 3/2/17  
Nichols Kaster, PLLP, c/o Michele Fisher  
4600 IDS Center, 80 S. 8th St., Minneapolis, MN 55402  
Toll Free Telephone: (877) 448-0492  
Fax: (612) 215-6870  
Email: forms@nka.com